

ORIGINAL

OnePoint Communications-Colorado L.L.C.  
A.C.C. Tariff No. 3  
1<sup>st</sup> Revised Page 1  
Replaces Original Page 1

ONEPOINT COMMUNICATIONS-COLORADO, L.L.C.

d/b/a ONEPOINT COMMUNICATIONS

REGULATIONS AND SCHEDULE OF CHARGES FOR

INTRASTATE

ACCESS SERVICES

WITHIN THE STATE OF ARIZONA

---

Issued: April 5, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

Effective: 1 6-30-00

(N)

APPROVED FOR FILING

(N)

DECISION #: 62711

ORIGINAL

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	1 <sup>st</sup> Revised Page
2	2 <sup>nd</sup> Revised Page*
3	Original Page
4	2 <sup>nd</sup> Revised Page*
5	Original Page
6	Original Page
7	1 <sup>st</sup> Revised Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
13	Original Page
14	Original Page
15	Original Page
16	Original Page
17	Original Page
18	Original Page
19	Original Page
20	Original Page
21	Original Page

\* New or Revised Page

Issued: July 20, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

Effective: August 21, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

ORIGINAL

CHECK PAGE (continued)

PAGE	REVISION
22	Original Page
23	Original Page
24	Original Page
25	Original Page
26	Original Page
27	Original Page
28	Original Page
29	Original Page
30	Original Page
31	Original Page
32	Original Page
33	Original Page
34	Original Page
35	Original Page
36	Original Page
37	Original Page
38	Original Page
39	Original Page
40	Original Page
41	Original Page
42	Original Page
43	Original Page
44	Original Page
45	Original Page
46	Original Page
47	Original Page

\* New or Revised Page

Issued: December 23, 1999

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

CHECK PAGE (continued)

PAGE	REVISION
48	Original Page
49	Original Page
50	Original Page
51	Original Page
52	Original Page
53	Original Page
54	1 <sup>st</sup> Revised Page
55	1 <sup>st</sup> Revised Page
56	1 <sup>st</sup> Revised Page
57	2 <sup>nd</sup> Revised Page*
58	2 <sup>nd</sup> Revised Page*
59	2 <sup>nd</sup> Revised Page*
60	1 <sup>st</sup> Revised Page*
61	1 <sup>st</sup> Revised Page*
62	Original Page
63	Original Page
64	Original Page

\* New or Revised Page

Issued: July 20, 2000

Effective: August 21, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

ADMINISTRATIVELY  
APPROVED FOR FILING

TABLE OF CONTENTS

ORIGINAL

Page No.

Title Page.....	1
Check Page .....	2
Table of Contents .....	5
Symbols . . . . .	8
Tariff Format .....	9
Section 1 ■ Definitions and Abbreviations .....	10
Section 2 ■ Rules and Regulations . . . . .	14
2.1 Application of the Tariff .....	14
2.2 Limitations On Service.....	15
2.3 Limitation of Liability.. .....	20
2.4 Use of Service .....	26
2.5 Obligations of the Customer.....	29
2.6 Reserved for Future Use.. .....	33
2.7 Obtaining Services .....	34

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

TABLE OF CONTENTS

ORIGINAL

Page No.

Section 2 - Rules and Regulations

2.8	Advance Payments .....	36
2.9	Rendering Bill .....	37
2.10	Billing Disputes.. .....	39
2.11	Customer Service .....	39
2.12	Mileage Measurements ~ Reserved for Future Use.. .....	40
2.13	Timing of Calls.. .....	41
2.14	Rate Periods .....	42
2.15	Determining Rate In Effect .....	43
2.16	Rounding .....	45
2.17	Taxes .....	46
2.18	Interruption of Service .....	47
2.19	Cancellation of Service By Customer .....	48
2.20	Termination of Service By Company .....	48
2.21	Restoration of Services .....	49
2.22	Terminal Equipment.....	49

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

## TABLE OF CONTENTS

Page No.

### Section 3 - Description of Services

3.1 Outbound Services.....	50	
3.2 Carrier Common Line Access Service.....	51	
3.3 End User Access Service.....	53	
3.4 Switched Access Service.....	54	
3.5 Access Service Ordering.....	56	(N)
3.6 Reserved for Future Use.....	57	

### Section 4 - Rates and Charges

4.1 Reserved for Future Use.....	58	
4.2 Carrier Common Line Access Service.....	58	
4.3 End User Access Service.....	58	
4.4 Switched Access Service.....	59	
4.5 Access Service Ordering.....	60	
4.6 Reserved for Future Use.....	61	

### Section 5 - Promotions

5.1 General.....	62	
5.2 Reserved for Future Use		

### Section 6 - Individual Case Basis

6.1 General.....	63	
------------------	----	--

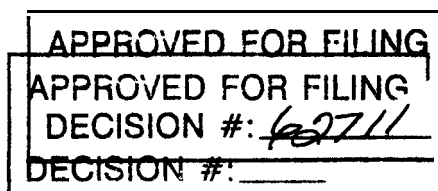
### Section 7 - Special Access

7.1 Reserved for Future Use.....	64	(N)
----------------------------------	----	-----

Issued: April 5, 2000

Effective: 6-30-00

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045



SYMBOLS

ORIGINAL

The following are the only symbols used for the purposes indicated below:

- c       ▪       Changed regulation
- D       ▪       Discontinued rate or regulation
- I       ▪       Increase
- M       ▪       Matter relocated without change
- N       ▪       New rate or regulation
- R       ▪       Reduction
- s       ▪       Reissued matter
- T       ▪       Change in text, but no change in rate or regulation

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING



ORIGINAL

## TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.

C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.1  
2.1.1  
2.1.1 (A)  
2.1.1 (A).1  
2.1.1 (A).1.a  
2.1.1 (A).1.a.i

D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

---

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

ORIGINAL

**Account Code:** An Account code is a numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service user so it may rate and bill the call. All Account codes shall be the sole property of the company and no Customer shall have any property or other right or interest in the use of any particular Account code.

**ANI:** Automatic Number Identification.

**Applicant:** Applicant is any entity or individual who applies for service under this Tariff.

**Blocking:** Blocking is a temporary condition that may be initiated by the Company so that the Customer cannot complete a telephone call.

**Business Customer:** A Business Customer is a Customer whose use of Service is for a business, professional, institutional, or occupational purpose.

**CLEC:** CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

**Commission:** Commission refers to the Federal Communications Commission or any successor entity.

**Company:** Company refers to OnePoint Communications Corp., OnePoint Communications-Colorado, LLC, OnePoint Communications-Illinois, LLC, OnePoint Communications-Georgia, LLC, VIC-RMTS-DC, LLC.

**Credit Card:** Credit Card refers to Visa®, Mastercard®, or other Credit Card companies as appropriate.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

ORIGINAL

SECTION 1 • DEFINITIONS AND ABBREVIATIONS

**Customer:** The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Direct Dialed:** A Direct Dialed call is a call where the caller places a long distance call outside the caller's local service area without operator assistance.

**DUC:** DUC stands for Designated Underlying Carrier.

**End User:** End User is the person or legal entity which uses the service provided by the Company.

**Equal Access:** Equal Access is the ability to access all long distance carriers by dialing 1 and not a string of long dialing codes. Equal Access provides the Company the ability to serve Customers on a **presubscribed** basis rather than through the use of dial access codes.

**F.C.C.:** F.C.C. stands for Federal Communications Commission.

**Feature Group D:** Feature Group D is a class of service associated with Equal Access arrangements.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**International:** For the purposes of this Tariff, International includes calls to/from Mexico and Canada and all other foreign locations/areas described in this Tariff.

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 I Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

ORIGINAL

SECTION 1 • DEFINITIONS AND ABBREVIATIONS

**IXC:** IXC stands for Interexchange Carrier.

**LEC:** LEC stands for Local Exchange Carrier.

**NPA:** Numbering plan area and is commonly referred to as an area code.

**Person-to-Person:** A Person-to-Person call is any call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Person-to-Person calls are provided by an operator.

**PIC:** PIC stands for Primary Interexchange Carrier and is identified by a code number which is assigned by the LEC to the telephone numbers of all the Customers to that carrier to ensure the calls are routed over the correct network. When a subscriber switches long distance carriers, it often is referred to as a PIC change.

**POP:** POP is an acronym for Point-of-Presence and is the central office of where the LEC hands off the traffic of the Company's Customers or where the Customer's access facility interconnects with the long distance network.

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 1 • DEFINITIONS AND ABBREVIATIONS

ORIGINAL

**Residential Customer:** A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

**Service:** Any or all Services provided pursuant to this Tariff.

**Station-to-Station:** For the purposes of this Tariff, Station-to-Station is any operator handled call which is not a Person-to-Person call.

**Terminate:** Terminate means to permanently disconnect service.

**Toll Free Inbound Service:** Refers to services such as 800 numbers, 888 numbers and the like which permit the called party to pay for the call, rather than the calling party.

**Underlying Carrier:** Underlying Carrier refers to any company that provides outside plant services resold by the Company pursuant to this Tariff.

**United States:** Refers to the 50 United States of America, the District of Columbia, Puerto Rico and the U.S. Virgin Islands.

**V&H:** V&H stands for Vertical and Horizontal.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.1 Application of the Tariff

This Tariff contains the description, regulations, and rates applicable to interstate telecommunications service offered by OnePoint Communications Corp. with principal offices located at 2201 Waukegan Road, Suite E-200, Bannockburn, Illinois 60015. Service is furnished for communications originating and terminating at points within the United States under terms of this Tariff. The coverage area is the State of Arizona. The Company operates as both a reseller and a facility based provider. The Company's tariffs are on file at the Arizona Corporation Commission, and may be reviewed at the Company's offices.

---

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 ■ RULES AND REGULATIONS

ORIGINAL

2.2 Limitations On Service

2.2.1 Service is offered subject to the availability of facilities, equipment, or systems from the Company or the DUC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available or where the Company is unable to fulfill the order.

2.2.2 All Services provided according to this Tariff are interstate Services. Intrastate and International Service is available on an add-on basis.

2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when the Company cannot confirm acceptance of charges at the third number.

2.2.4 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer or End User is using service in violation of the law or in violation of the provisions of this Tariff.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

SECTION 2 ▪ RULES AND REGULATIONS

ORIGINAL

2.2 Limitations On Service (continued)

2.2.5 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

(A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies; or

(B) Any order or decision of a court or other governmental authority prohibits the Company from offering such Service; or

(C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or

(D) Customer's or End User's misuse of the DUC's network; or

(E) Customer's or End User's use of the DUC's network for any fraudulent or unlawful purpose; or

(F) Emergency, threatened, or actual disruption of Service to other Customers; or

(G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or

(H) Abandonment of the premises served.

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING



ORIGINAL

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.6 Conditions under which the Company may, with notice by first class U.S. mail or any other expeditious manner, terminate Service without liability include, but are not limited to:

(A) Insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, Credit Card numbers, or pre-arranged Account Code numbers; or

(B) Failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.7 or Section 2.8 of this Tariff; or

(C) Customer's check or draft is returned unpaid for any reason, after two attempts at collection; or

(D) Non-payment of any sum owed the Company. If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason, after two attempts at collection, the Customer will be subject to termination of Service in the same manner as provided for nonpayment of over due charges.

2.2.7 Initial and continuing service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC(s), the Company, CLECs, or the LEC.

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.2 Limitations On Service (continued)

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

(A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or

(B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or

(C) Use of service by the Customer or End User to place calls by means of illegal equipment, service, or device; or

(D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.2 Limitations On Service (continued)

2.2.10 The Company reserves the right to add, change or delete services and/or DUCs at any time.

2.2.11 The availability of toll free inbound numbers and of any specifically requested toll free inbound number from the Company is limited by the Company's ability to obtain such numbers from the number administrator.

2.2.12 The Company will accept a Customer's or Applicant's request for a particular toll free inbound telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the requested number will be made prior to the initiation of Service to the Customer. Assignment of the toll free inbound number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active toll free inbound number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an inbound toll free number to another person, the Company may refuse to establish or, upon written notice, discontinue service. If a Customer's toll free inbound number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the that number, the Company, may upon written notice, discontinue Service.

2.2.13 Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.2.14 The Company reserves the right to refuse or process third party billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.

2.2.15 All outbound services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have been converted to equal access.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

ORIGINAL

SECTION 2 • RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Sections 2.3.1 through 2.3.12 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 The Company will not be liable for:

(A) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.

(B) Damages caused by the fault or negligence or willful misconduct of the Customer.

(C) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.

(D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 ▪ RULES AND REGULATIONS

ORIGINAL

2.3 Limitation of Liability (continued)

2.3.1 The Company will not be liable for (continued):

(E) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial the Customer's toll free inbound number by mistake.

(F) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

(G) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.3 Limitation of Liability (continued)

2.3.2 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.

2.3.3 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

2.3.4 The Company may rely on CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's service.

2.3.5 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

---

SECTION 2 ▪ RULES AND REGULATIONS

ORIGINAL

2.3 Limitation of Liability (continued)

2.3.6 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

ORIGINAL

SECTION 2 • RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.7 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers; negligent or defective services to Customers; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.8 In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Company services, the Company will make an effort to contact the Customer, but service may be Terminated or Blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all traffic or by Blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as Company is reasonably satisfied that use of service is not unauthorized, fraudulent, or unlawful and only after accounts have been brought current.

2.3.9 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING



---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.3 Limitation of Liability (continued)

2.3.10 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer by first class U.S. mail or any other expeditious manner, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have cancelled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff.

2.3.11 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

2.3.12 The Company does not undertake to transmit messages but furnishes the use of its services to its Customers for telecommunications. The Company is not liable for the content of Customer messages.

---

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

ORIGINAL

SECTION 2 • RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The Company's services are available for use twenty-four hours per day, seven days per week.

2.4.2 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the DUC or others.

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer for such use. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

Issued: December 23, 1999

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

ORIGINAL

---

SECTION 2 • RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user will be permitted to use such service in the same manner as the Customer, but subject to the following conditions.

(A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

(B) All charges for the service will be computed as if the service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each joint user or authorized user will be liable to the Company for all charges incurred as a result of its use of the Company's service. The Customer will be responsible for allocating charges to each joint user or authorized user.

---

Issued: December 23, 1999

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.4 Use of Service (continued)

2.4.5 If a Customer of the Company's inbound service does not provide appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail, of intent to suspend or deny service due to such non-compliance.

---

Issued: December 23, 1999

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

(A) Any claim asserted against the Company arising out of or relating to the failure of the Company to provide service to Customers.

(B) Any and all liabilities, costs, damages, and expenses, resulting from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or rates, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.

(C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.

(D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.

(E) Violations by Customer of the right to privacy.

(F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

**ORIGINAL**

SECTION 2 • RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

25.1 The Customer will indemnify, defend, and hold the Company harmless from and against (continued):

(G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.

(H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, whatever shall be the cause and whether negligent or otherwise.

2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

2.5.3 The Customer is responsible for payment of all charges for Company service(s) regardless of whether the Customer's facilities were fraudulently used.

2.5.4 The Company's failure to provide or maintain service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

---

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.5 Obligations of the Customer (continued)

2.5.5 The Customer will indemnify and hold the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

2.5.6 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's toll free inbound number, billed to the Customer's Account code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently or used without the Customer's knowledge in full or in part.

2.5.7 The termination or disconnection of service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.19 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

ORIGINAL

SECTION 2 • RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the Company or of the DUC do not damage equipment, injure personnel, or degrade service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable signal power limitations.

2.5.9 The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for the Customer's obligations concerning taxes.

2.5.10 The Customer will be liable for reimbursing the Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer's **officers**, employees, agents, or contractors.

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING



---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.6 Reserved for Future Use

---

Issued: December 23, 1999

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.7 Obtaining Services

2.7.1 General

To obtain service, the Company requires the Customer to provide the Company with a signed letter of agency or other authorization it deems appropriate including third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

2.7.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

## SECTION 2 - RULES AND REGULATIONS

U  
ORIGINAL

### 2.7 Obtaining Services (continued)

#### 2.7.3 Customer Deposits

##### (A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of service or the basis on which credit was originally established have materially changed.

##### (B) Amount of Deposit

The Company will determine the amount of the deposit. The amount of a Customer's deposit will not exceed the estimated charges for six months' Service.

##### (C) Interest on Deposits

The Company will pay interest on deposits subject to the rules and regulations of the F.C.C. and the state of Arizona.

##### (D) Return Of Deposit

When a deposit is returned to the Customer, the Company returns the amount of the deposit. Prior to the return, deposits will be applied to any outstanding charges, and only the excess, if any, will be returned. A deposit will be returned when an application for Service has been canceled prior to the establishment of Service and upon discontinuance of Service. The Company will return the deposit at the end of one year of satisfactory payments for Service.

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.8 Advance Payments

Customers and Applicants who present an undue risk may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company will consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, (D) information relating to Customer's management, owners, and affiliates (if any), and (E) the Applicant's or Customer's actual service usage.

---

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.9 Rendering Bill

2.9.1 General

The Company uses cycle billing. The billing period is one month. The Company uses direct billing by Company or authorized billing agent. Where billing systems allow, Credit Card billing and automatic withdrawal from Customer's checking or savings accounts are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash.

2.9.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Service detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid in full by the due date, the Company may impose a late charge on the delinquent amount. The late charge is 1.5% of the total outstanding balance due, applied to any unpaid balance carried forward from one month's bill to the next month's bill.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.9 Rendering Bill (continued)

2.9.3 Credit Card Billing

With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

2.9.4 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.10 Billing Disputes

The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. In addition, such notice must be sent to the Company's Customer Service department as per Section 2.11 of this Tariff.

2.11 Customer Service

The address and toll free number of the Company's Customer Service department is listed on the Customer's bill.

---

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.12 Mileage Measurements – Reserved for Future Use

---

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING



---

SECTION 2 ■ RULES AND REGULATIONS

ORIGINAL

2.13 Timing of Calls

2.13.1 Calls are timed. Conversation time is defined as when two way communications between the calling and called party is possible.

2.13.2 On station-to-station calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

2.13.3 On person-to-person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.

2.13.4 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

---

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.14 Rate Periods

2.14.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.14.2 Day, Evening, and Night Rate Periods

		Times Applicable		
Rate	Period	From	To, But Not Including	Days Applicable
Day		8:00 AM	5:00 PM	Mon - Fri
Evening		5:00 PM	11:00 PM	Sun - Fri
Night		11:00 PM	8:00 AM	All days
		8:00 AM	11:00 PM	Saturday
		8:00 AM	5:00 PM	Sunday

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.15 Determining Rate In Effect

2.15.1 General

For outbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect.

2.15.2 Multiple Rate Periods

When a call spans multiple rate periods, it is billed at multiple rate period rates. The time at the beginning of each increment of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.15 Determining Rate In Effect (continued)

2.15.4 Holiday Rates

Holiday rates apply to the following services:

None at this time

The term Holiday denotes all the following holidays:

New Year's Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Memorial Day

The evening rate applies on a holiday unless a lower rate would normally apply.

---

Issued: December 23, 1999

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 - RULES AND REGULATIONS

ORIGINAL

2.16 Rounding

Each usage sensitive service may have its own specific initial period and additional period as specified in Section 3 of this Tariff. For all services, fractions of a billing increment are rounded up to the next higher increment. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for all Services and charges is on a call-by-call basis.

---

Issued: December 23, 1999

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

Effective: January 24, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.17 Taxes

2.17.1 In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

2.17.2 All federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Tariff.

2.17.3 In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.18 Interruption of Service

2.18.1 Without incurring liability, the Company may interrupt the provision of services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.18.3 No credit for recurring monthly charges will be issued for **outages** less than twenty-four consecutive hours in duration. If there is no monthly recurring charge, no credit will be issued. For Customers with service subject to a monthly recurring charge, service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of service interruption divided by 720 hours times the monthly recurring charge for the service.

2.18.4 Credit allowances for the interruption of usage sensitive service are subject to the general liability provisions set forth in Section 2.3.9 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
2201 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 2 • RULES AND REGULATIONS

ORIGINAL

2.19 Cancellation of Service By Customer

A Customer may cancel service by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's Customer Service Department at the address specified in Section 2.11 of this Tariff. Cancellation of the Customer's service will be effective when the LEC or CLEC changes the PIC code.

2.20 Termination of Service By Company

The Company may terminate Service to the Customer upon at least five (5) days' written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and will be mailed by first class U.S. mail or comparable mail service. The selection of the method of delivering the notice will be made by the Company. Prior to the date of Service termination, the Company will attempt to call the Customer to remind the Customer of the pending termination.

The termination of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity. If after the notice period payment is not received or a suitable payment plan agreed to by the Company and the Customer, the Company will issue an order to disconnect Service. The actual date and time of disconnection will be determined by the DUC.



ORIGINAL

---

SECTION 2 - RULES AND REGULATIONS

2.21 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.22 Terminal Equipment

The Company's services may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 3 - DESCRIPTION OF SERVICES

ORIGINAL

3.1 Outbound Services

3.1.1 General

All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have been converted to Equal Access. Outbound calls originate and terminate in the United States.

3.1.2 Residential Basic Rate Service

Residential Service is a long distance rate plan available to Customers using Switched Access to reach the residential end user and the long distance network. All calls are billed in sixty (60) second increments. Residential Service is available to new and existing Residential Customers that (1) use Switched Access to reach the residential end user the long distance network; and (2) commit to a minimum service period of one month. Basic rates are available on direct dialed calls only.

3.1.3 Business Service

Business Service is a long distance rate plan available to Customers using Switched Access to reach the business end user and the long distance network. All calls billed in sixty (60) second increments. Business Service is available to new and existing Customers that (1) use Switched Access to reach the business end user and the long distance network and (2) commit to a minimum service period of one month. Basic rates are available on direct dialed calls only.

---

SECTION 3 • DESCRIPTION OF SERVICES

ORIGINAL

3.2.1 Carrier Common Line Access Service

The Company Will provide Carrier Common Line Access Service to customers in conjunction with Switch Access Service described elsewhere in this tariff, or the appropriate Switched Access Service section of the other access tariffs of the Company.

3.2.2 General Description

Carrier Common Line Access provides for the use of end users' Company provided common lines by customers for access to such end users to provide interstate communications.

Premium Access is Switched Access Service provided to customers under this tariff which furnish interstate MTS/WATS, and Switched Access Service in an end office converted to equal access. All Switched Access Service provided by the Company is Premium Access.

Neither a telephone number nor detailed billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

All line side connections provided in the same access group will be limited to the same features and operating characteristics. All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

3.2.3 Provision of Service

Where the customer is provided Switched Access Service under other sections of this or other access service tariffs of the Company, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in the appropriate sections below.

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line rates and charges set forth following apply to the interstate Switched Access Service access minutes in accordance with rate regulations concerning Percent Interstate Usage (PIU).

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
FILED FOR FILING

---

SECTION 3 - DESCRIPTION OF SERVICES

ORIGINAL

3.2.4 Determination of Usage

All Switched Access provided to the customer will be subject to Carrier Common Line Access charges.

When the customer reports interstate and intrastate use of switched access service, the associated Carrier Common Line Access used by the customer will be determined by the PIU.

If the customer is reselling MTS or MTS type services, the customer will be charged Carrier Common Line Access charges in accordance with resale rate regulations.

3.2.5 Rate Regulations

Carrier Common Line Access charges will be billed to each Switched Access Service provided under this tariff in accordance with the regulations set forth in this tariff.

Where access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by the Company. The Company shall record each originating and terminating minute of access use where answer supervision is received. When necessary, the customer shall report interstate and intrastate usage of Switched Access Minutes, and will provide the Percent Interstate Usage (PIU) where appropriate. The Company shall bill interstate Carrier Common Line charges from Federal tariff, and shall bill intrastate Carrier Common Line charges from the appropriate state tariff.

All measured access minutes shall be summed on a line by line basis per customer, and rounded to the nearest minute

---

Issued: December 23, 1999

Effective: January 24, 2000

William Wallace, President  
220 1 Waukegan Road, Suite E-200  
Bannockburn, Illinois 60015

ADMINISTRATIVELY  
APPROVED FOR FILING

---

SECTION 3 • DESCRIPTION OF SERVICES

ORIGINAL

3.3 End User Access Service

The Company will provide End User Access Service to end users who obtain local exchange service from the Company under its local exchange tariffs. End User Access provides for the use of an End User Common Line.

The End User Access Service charge will be in the form of an End User Common Line (EUCL) charge, otherwise known as a Subscriber Line Charge (SLC). The charge shall be applied monthly to the end user bill for services from the Company.

The EUCL (or SLC) will be charged at the rates specified below. The rate for residential service end users will be applied on a per line basis. The rate for business service end users shall apply to each individual line or trunk.

## SECTION 3 ■ DESCRIPTION OF SERVICES

### 3.4.1 Switched Access Service

(T)

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two point communications path where available between a customer network and an end user premises. It provides for the use of common terminating and switching facilities, and for transport where available between the Company's switch and the End User premises. Switched Access Service provides for the ability to originate calls from the end users premises to the customer's network, and terminate calls from the customer's network to the end user's premises.

(T)

### 3.4.2 Rate Elements

#### 1. Interconnection

The Interconnection Charge Rate Element provides for certain switching capability and network operations type functions not assigned to other Switched Access rate elements. This charge will be applied to a customers total interstate or intrastate switched access minutes of use.

#### 2. Local Switching

The Local Switching rate element provides for the use of Company switching equipment to complete the transmission of Switched Access Service communications to and from the end user served by the company's local switching center.

#### 3. Local Transport

The Local Transport rate element establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch, where the customer's traffic is switched to originate or terminate the customer's communications. Local Transport rate include Direct Transport, Tandem Transport, and Multiplexing.

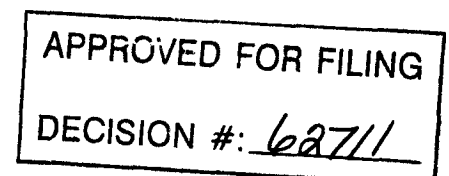
#### a. Direct Transport

##### 1. Reserved for Future Use

Issued: April 5, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

Effective: 6-30-00



## SECTION 3 - DESCRIPTION OF SERVICES

### 3.4.2 Rate Elements (continued)

(T)

#### 3. Local Transport

- b. Tandem Transport consists of three elements:
  - 1. Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. This element is billed on a per access minute per tandem basis.
  - 2. Tandem Switched Facility rate recovers a portion of the costs of transmission facilities, including intermediate circuit costs, between end points of interoffice circuits. This element is billed on a per access minute per mile basis.
  - 3. Tandem Switched Termination rate recovers a portion of the costs of circuit equipment necessary for the termination of each end of the costs of circuit equipment necessary for the termination of each end of each measured segment of the Tandem Switched Facility. This element is billed on a per access minute basis.
- c. Multiplexing
  - 1. Reserved for future use

Issued: April 5, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

Effective: 6-30-00

APPROVED FOR FILING
DECISION #: 62711

Section 3.5 Access Service Ordering

(N)

Section 3.5.1 Access Ordering Process

This section sets forth the terms, conditions, and service order related charges for Access Service Orders for Switched Access Service. These charges are in addition to other Switched Access Service charges set forth in other sections of this tariff. An Access Order is an order to provide the customer with switched access service or to provide changes to existing services.

Section 3.5.2 Ordering Requirements

The Customer shall provide all information necessary to the Company to provide and to bill for Switched Access Service. The Company will establish a service date for the order when the customer has provided all the appropriate information to allow for the processing of the service order. The Company will confirm the service date with the customer, and will advise the customer of critical dates during the interval after the order date and prior to the actual service date of the order. Efforts will be made to accommodate reasonable service date requests from the customer, and installation times outside of normal working hours may be arranged at additional charge to the customer.

Establishment of the service date for the order shall constitute the firm order for service and equipment and the agreed upon service date, and shall incur the Service Order Charge. Changes to the order made after the establishment of the service date will subject the Customer to additional charges. Changes to a service order which require additional engineering shall incur an Additional Engineering Time charge, in addition to the Service Order Change charge specified following.. A Miscellaneous service order charge will apply to cancellation of the service order by the customer after the establishment of the service date.

When a Customer requests new or additional Switched Access Services, additional Service Orders may be required. The number of orders required is dependent upon the types of services and/or facilities being requested. The Company and the Customer shall work cooperatively to develop all appropriate service order details for the specific service or services being ordered.

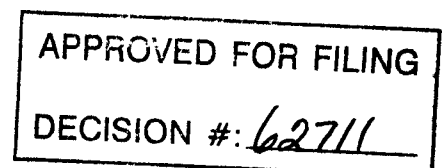
The charge to create a service order and assign a service date for establishment of Switched Access Service for the customer is specified in Section 4.5 following. Charges for changes to service or equipment, to change the service date, or to cancel the Service Order are specified in Section 4.5 following. Additional Engineering Charges, if applicable, will be negotiated with the Customer as a special construction charge.

(N)

Issued: April 5, 2000

Effective: 6-30-00

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045





---

Section 3.6      800 Series Data Base Query

(N)

The 800 series of service codes are all those which provide reverse billing of toll charges. When an 800 series call is originated by an end user, the Company will utilize the network to query an 800 database to perform the identification function. The call is then routed to the identified called party. The manner in which 800 Series Data Base Query is performed is dependent upon the service available to the network.

An 800 Series Data Base Query is charged on a per query basis, at the rates set forth in Section 4.6.

(N)

---

Issued: July 20, 2000

Effective: August 21, 2000

William Wallace, President  
Two Conway Park  
1.50 Field Drive, Suite 300  
Lake Forest, Illinois 60045

ADMINISTRATIVELY  
APPROVED FOR FILING

SECTION 4 – RATES AND CHARGES

4.1 Reserved for Future Use

4.2 Carrier Common Line Access Service

Carrier Common Line – Originating . . . . . \$0.000 per minute

Carrier Common Line – Terminating . . . . . \$0.0139 per minute (I)

4.3 End User Common Line Charge

Residential EUCL (or SLC) per end user line.. . . . \$4.35 per month (I)

Business EUCL (or SLC) per line or trunk.. . . . \$6.00 per month

Issued: July 20, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

Effective: August 2 1, 2000

ADMINISTRATIVELY  
APPROVED FOR FILING

ORIGINAL

---

SECTION 4 ~ RATES AND CHARGES

4.4 Switched Access Rate Elements

Interconnection.. . . . \$0.006892 per minute of use (R) (T)

Local Switching.. . . . \$0.011502 per minute of use (R) (T)

Local Transport:

a. Direct Transport.. . . . Reserved for Future Use

b. Tandem Transport

1. Tandem Switching.. . . . \$ 0.004077 per minute per tandem (I)

2. Tandem Switched Facility.. . . . \$ 0.000220 per minute per mile\* (I)

3. Tandem Switched Termination.. . . . \$ 0.001083 per minute of use (I) (T)

---

\*Mileage for Tandem Switched Facility charges will be determined using the V & H coordinate method.

---

Issued: July 20, 2000

Effective: August 21, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

ADMINISTRATIVELY  
APPROVED FOR FILING

Section 4.5 Access Service Order Charges

Section 4.5.1 Access Service Order Charges

Charges shall apply as follows to place an Access Service Order, to change the service date, to modify the service order and to cancel the service order. Additional Engineering Charges, if applicable, will be negotiated with the customer and shall be considered a special construction charge.

Section 4.5.2 Rates and Charges applicable to Access Service Orders

Access Service Order Charge	\$136.00 per order	(I)
Service Date Change	\$53.00 per order	(I)
Service or Equipment Change	\$53.00 per order	(I)
Miscellaneous Service Order change	\$53.00 per order	(I)

---

Issued: July 20, 2000

Effective: August 21, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

ADMINISTRATIVELY  
APPROVED FOR FILING

4.6 800 Series Data Base Query

(T)

Basic Query

\$0.0055 per query

(N)

---

Issued: July 20, 2000

Effective: August 21, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

SECTION 5 • PROMOTIONS

(M)

5.1.1 General

From time to time, the Company may engage in national and/or intrastate Special Promotional Offerings or trial Service Offerings designed to attract new customers, retain existing customers, win back former customers, stimulate customer usage, test potential new services and/or increase customer awareness of the Company's services. These offerings may be limited to certain dates, times of day, and/or locations determined by the Company. The terms of national offerings are set forth in the applicable interstate tariffs governing such programs. To the extent these programs may extend to intrastate services, the terms of these intrastate offerings are incorporated by reference herein.

5.1.2 Reserved for Future Use

(M)

Issued: April 5, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

Effective: 6-30-00

APPROVED FOR FILING  
DECISION #: 62 711

SECTION 6 - INDIVIDUAL CASE BASIS

(M)

6.1 Individual Case Basis

Arrangements may be made on a case by case basis in response to a bona fide special request from a customer or prospective customer to develop a bid for a service not generally offered under this tariff. ICB rates will be offered to the customer in writing and on a non-discriminatory basis.

(M)

---

Issued: April 5, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

Effective: 6-30-00

APPROVED FOR FILING
DECISION #: 62711

SECTION 6 • INDIVIDUAL CASE BASIS

7.1 Reserved for Future Use

(N)

(N)

Issued: April 5, 2000

William Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

Effective: 6-30-00

APPROVED FOR FILING

DECISION #: 62711



SECTION 1 – INTRASTATE LOCAL EXCHANGE RATES AND CHARGES

Service Charges:

	Service Charge (per Occurrence)	
Line Connection Charge		
Line Connection – New Connection <sup>2</sup>		(T)
Residence 1 <sup>st</sup> Line .....	\$ 75.00	
Residence 1 <sup>st</sup> Line–Discounted <sup>1</sup> .....	\$ 50.00	
Residence Add'l Line at the same time .....	\$ 25.00	
Residence Add'l Line later .....	\$ 75.00	
Business Line Each Line .....	\$ 75.00	
Line Connection – Conversion <sup>2</sup>		(T)
Residence .....	\$ 75.00	(I)
		(D)
Business Line .....	\$ 75.00	(I)
Line Restoral Charge:		
Line Restoral – Voluntary		
Residential .....	\$ 15.00	
Business .....	\$ 27.50	
Line Restoral – Denied Service		
Residential .....	\$ 25.00	
Business .....	\$ 55.00	
Move Add Change Fee:		
Residential .....	\$ 17.50	(I)
Business .....	\$ 17.50	(I)
Record Change Fee:		
Residential .....	\$ 15.00	
Business .....	\$ 22.00	

<sup>1</sup> Customers must subscribe to a bundled service package including, at a minimum, local exchange and long distance services to qualify for the discounted charge. In addition, the customer must agree to keep the bundled service at least six months. In the event the bundled service is terminated prior to six months, a \$25 termination fee will be applied to the customer's account or final bill.

<sup>2</sup> The customer may elect to pay Line Connection • New Connection or Line Connection • Conversion charges in three equal monthly installments, without interest. Deferred charges will be payable monthly during the deferral period. All deferred amounts must be paid in full if the customer disconnects service prior to the expiration of the deferred period.

Issued: July 10, 2001

Effective: August 9, 2001

William F. Wallace, President  
Two Conway Park  
150 Field Drive, Suite 300  
Lake Forest, Illinois 60045

ADMINISTRATIVELY  
APPROVED FOR FILING

## SECTION 1 ↔ INTRASTATE LOCAL EXCHANGE RATES AND CHARGES

### Custom Calling Features

	<u>Residence</u>	<u>Business</u>	
Anonymous Call Rejection			
To Caller ID, Caller ID with Name and			
ReturnCallCustomers .....	\$ 0.00	\$ 0.00	
CallBlock .....	\$ 4.50	\$ 4.50	
Discounted .....	\$ 2.25	N/A	
Call Forwarding .....	\$ 4.00	\$ 5.00	
Discounted .....	\$ 1.50	N/A	
CallForwardBusy .....	\$ 1.85	\$ 5.00	
CallForward Busy/DA .....	\$ 2.60	\$ 7.00	
CallForwardDA .....	\$ 2.60	\$ 4.50	
CallWaiting .....	\$ 5.00	\$ 7.50	
Per Use .....	\$ 0.75	\$ 0.75	
CallerID' .....	\$ 7.50	\$ 7.50	
CallerIDwithPrivacyPlus* <sup>2</sup> .....	\$ 4.45	N/A	(C)
Call ID with Privacy Plus as part of a package* .....	\$ 9.95	N/A	(N)
*An Installation Charge of \$13 .00 applies in addition to the Move Add Change Fee.			
CallWaitingID .....	\$ 5.00	\$ 7.50	
CallerIDwith Name .....	\$ 6.95	\$ 7.95	
Distinctive Ringing, 1stLine .....	\$ 5.00*	N/A	
Discounted .....	\$ 2.50*	N/A	
Distinctive Ringing, 2 <sup>nd</sup> and 3 <sup>rd</sup> Line .....	\$ 2.80*	N/A	
*An Installation Charge of \$14.00 applies in addition to the Move Add Change Fee.			
Line Block .....	\$ 3.00	\$10.95	
Priority Call .....	\$ 4.00	\$ 3.50	
Discounted .....	\$ 1.75	N/A	
RepeatCall .....	\$ 4.00	\$ 3.50	
Discounted .....	\$ 1.75	N/A	
Return Call .....	\$ 5.00	\$ 3.00	
Select Forward <sup>1</sup> .....	\$ 2.50	N/A	
Discounted .....	\$ 1.75	N/A	
SpeedCalling-8 <sup>1</sup> .....	\$ 3.00	N/A	
Discounted .....	\$ 1.00	N/A	
SpeedCalling-30 .....	\$ 4.00	N/A	
Three Way Calling .....	\$ 4.00	\$ 4.00	
Discounted .....	\$ 1.75	N/A	
Per Use .....	\$ 0.75	\$ 0.75	

<sup>1</sup> Effective April 20, 2000, these Custom Calling Features are grandfathered and are only available to existing customers at existing locations.

<sup>2</sup> Applies-in addition to the rate for Caller ID.

(N)